

# **ATTACHMENT H**

Holger Uhl [OSB#950143]  
McCarthy & Holthus LLP  
19735 10th Avenue, Suite N-200  
Poulsbo WA 98370  
Phone: 206.319.9100 Ext. 8045  
Fax: 206.780.6862  
Direct: 206.319.9045  
Attorneys for First Horizon Home Loan Corporation

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
MEDFORD DIVISION

TAMIE RICHARDSON,

Plaintiff,

vs.

First Horizon Home Loan Corporation,

Defendants.

Case No. 10-03073

AFFIDAVIT OF ED HYNE

STATE OF TEXAS )  
 )ss  
COUNTY OF DALLAS )

The undersigned, being first duly sworn, deposes and says:

1. That I am an Assistant Vice President of First Horizon Home Loans a division of First Tennessee Bank National Association, successor by merger to First Horizon Home Loan Corporation, and in that capacity I am duly authorized to execute this Affidavit for the corporation.
2. The following facts are based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.
3. I am familiar with the manner and procedures by which the mortgage and servicing records of First Horizon Home Loan Corporation (First Horizon) are obtained, prepared and maintained. Those records are obtained, prepared, and maintained by employees or duly authorized agents of First Horizon in the regular performance of the business duties at or near the time, act, conditions, or events recorded thereon.
4. Records are made either by person with knowledge of the matters they record or from information obtained by person with such knowledge.

Notice of Appearance - 1

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Fax: 206.780.6862  
Direct: 206.319.9045

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5. I have access to the business records, and I have personally reviewed those records prior to executing this affidavit.
  6. As a matter of regular business procedure, all original mortgage documents are imaged upon receipt. Thereupon, the original note is transferred to and stored in a secure location and the holder of the note is in physical control and possession of said note. A true copy of the original note is attached and the original note can be made available to the court for review.
  7. A review of Plaintiff's regular servicing records indicates that her loan is contractual due for July 2009 and each month thereafter, with a principal balance of \$370,000.00 and interest thereon at the rate of 6.13% plus late charges.
  8. The note and deed of trust (together the "Loan") are both currently owned by First Horizon Alternative Mortgage Securities Trust 2006-AA3, Mortgage Pass-Through Certificates Series 2006-AA3, with the Bank of New York as the Trustee.
  9. The loan was transferred to said trustee pursuant to a Mortgage Loan Purchase Agreement and a Pooling and Servicing Agreement (together "Transfer and Servicing Agreement").
  10. Said Transfer and Servicing Agreement contain competitive information, trade secrets and other commercial and confidential information not relevant to the subject matter. Defendant is willing to make said documents available in full for an in camera review by the court. Redacted copies are attached hereto as indicated below.
  11. Pursuant to said Transfer Agreement, First Horizon Home Loan Corporation now known as First Horizon Home Loans is the master servicer, and MetLife Home Loans is the sub-servicer.
  12. The regular servicing duties assumed by First Horizon Home Loan Corporation and MetLife Home Loans include the foreclosure of delinquent loans.
  13. No legal action to recover on the debt evidenced by the note and deed of trust has been instituted.
  14. Attached herewith are photo copies of the following documents, which are kept in our regular business records.

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Exhibit A	Deed of Trust
Exhibit B	Promissory Note, back and front page
Exhibit C	Loan History.
Exhibit D	Settlement Statement
Exhibit E	Mortgage Loan Purchase Agreement, pages 1-5, redacted.

Exhibit F

Pooling and Servicing Agreement, page 1 and index.

I declare under the laws of the State of Oregon that the foregoing is true and correct. This affidavit was executed on this 21 day of SEPTEMBER, 2010 in IRVING, TEXAS.

Eduard Nym

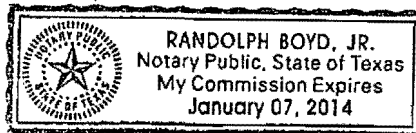
Subscribed and sworn to before me this 21 day of Sept 2010.

Notary Public

Residing at:

My Commission expires:

Dallas  
1-7-2014



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 25, 2010, I served a copy of the foregoing on CM/ECF Registered Participants as reflected on the Notice of Electronic Filing:

•

Additionally, a copy of the foregoing was served on the following parties by first class mail, postage prepaid, addressed to:

**Tamie Richardson**  
746 Bailey Drive  
Grants Pass, OR 97527

*/s/ Holger Uhl*

\_\_\_\_\_  
Holger Uhl

FIRST HORIZON ASSET SECURITIES INC.

Depositor

FIRST HORIZON HOME LOAN CORPORATION

Master Servicer

and

THE BANK OF NEW YORK,

Trustee

---

POOLING AND SERVICING AGREEMENT

Dated as of May 1, 2006

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FIRST HORIZON ALTERNATIVE MORTGAGE SECURITIES TRUST 2006-AA3.

MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-AA3

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## MORTGAGE LOAN PURCHASE AGREEMENT

THIS MORTGAGE LOAN PURCHASE AGREEMENT dated as of May 30, 2006 by and between FIRST HORIZON HOME LOAN CORPORATION, a Kansas corporation (the "Seller"), and FIRST HORIZON ASSET SECURITIES INC. (the "Purchaser").

WHEREAS, the Seller owns certain Mortgage Loans (as hereinafter defined) which Mortgage Loans are more particularly listed and described in Schedule A, attached hereto and made a part hereof.

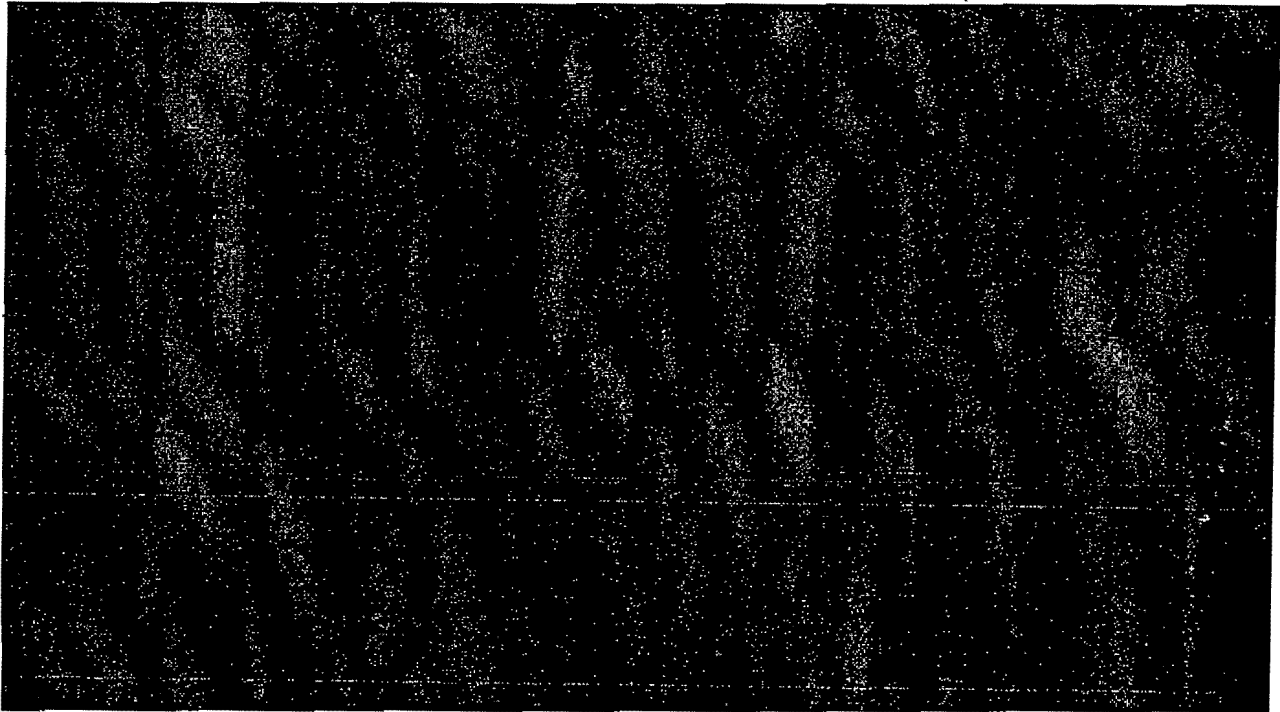
WHEREAS, the Seller and the Purchaser wish to set forth the terms pursuant to which the Mortgage Loans, excluding the servicing rights thereto, are to be sold by the Seller to the Purchaser.

WHEREAS, the Seller will simultaneously transfer the servicing rights for the Mortgage Loans to First Tennessee Mortgage Services, Inc. ("FTMSI") pursuant to the Servicing Rights Transfer and Subservicing Agreement (as hereinafter defined).

WHEREAS, the Purchaser will engage FTMSI to service the Mortgage Loans pursuant to the Servicing Agreement (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration, and the mutual terms and covenants contained herein, the parties hereto agree as follows:

### ARTICLE I Definitions



governs the Cooperative Property, which Cooperative Corporation must qualify as a Cooperative Housing Corporation under Section 216 of the Code.

Coop Shares: Shares issued by a Cooperative Corporation.

Cooperative Loan: Any Mortgage Loan secured by Coop Shares and a Proprietary Lease.

Cooperative Property: The real property and improvements owned by the Cooperative Corporation, including the allocation of individual dwelling units to the holders of the Coop Shares of the Cooperative Corporation.

Cooperative Unit: A single family dwelling located in a Cooperative Property.

Custodian: First Tennessee Bank National Association, and its successors and assigns, as custodian under the Custodial Agreement dated as of May 30, 2006 by and among The Bank of New York, as trustee, First Horizon Home Loan Corporation, as master servicer, and the Custodian.

Cut-Off Date: May 1, 2006.

Cut-off Date Principal Balance: As to any Mortgage Loan, the Stated Principal Balance thereof as of the close of business on the Cut-off Date.

Debt Service Reduction: With respect to any Mortgage Loan, a reduction by a court of competent jurisdiction in a proceeding under the Bankruptcy Code in the Scheduled Payment for such Mortgage Loan which became final and non-appealable, except such a reduction resulting from a Deficient Valuation or any reduction that results in a permanent forgiveness of principal.

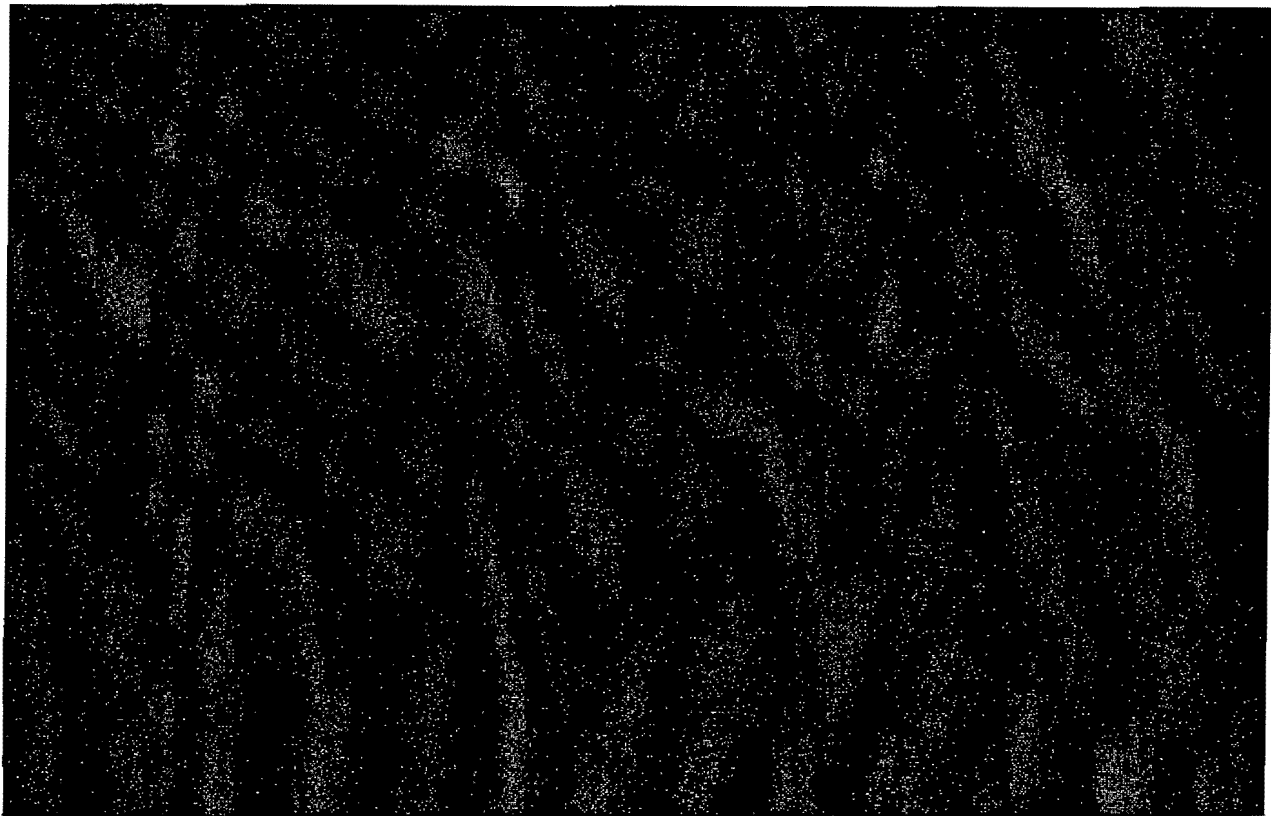
Deficient Valuation: With respect to any Mortgage Loan, a valuation by a court of competent jurisdiction of the Mortgaged Property in an amount less than the then-outstanding indebtedness under the Mortgage Loan, or any reduction in the amount of principal to be paid in connection with any Scheduled Payment that results in a permanent forgiveness of principal, which valuation or reduction results from an order of such court which is final and non-appealable in a proceeding under the United States Bankruptcy Reform Act of 1978, as amended.

Delay Delivery Mortgage Loans: The Mortgage Loans for which all or a portion of a related Mortgage File is not delivered to the Trustee or to the Custodian on its behalf on the Closing Date. The number of Delay Delivery Mortgage Loans shall not exceed 25% of the aggregate number of Mortgage Loans as of the Closing Date.

Deleted Mortgage Loan: As defined in Section 4.1(c) hereof.

Determination Date: The earlier of (i) the third Business Day after the 15th day of each month, and (ii) the second Business Day prior to the 25<sup>th</sup> day of each month, or if such 25<sup>th</sup> day is not a Business Day, the next succeeding Business Day.

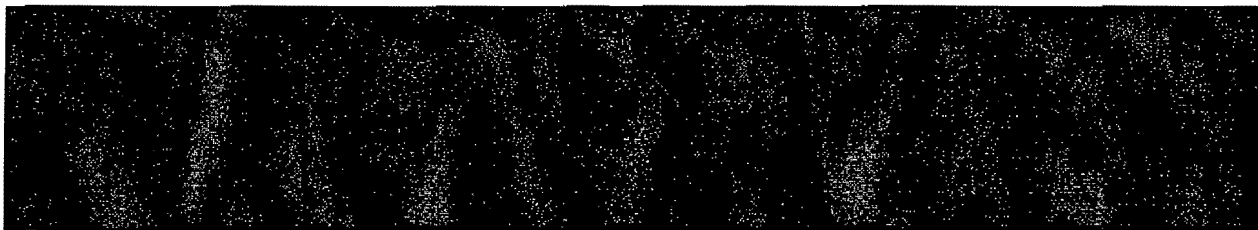
GAAP: Generally accepted accounting principles as in effect from time to time in the United States of America.



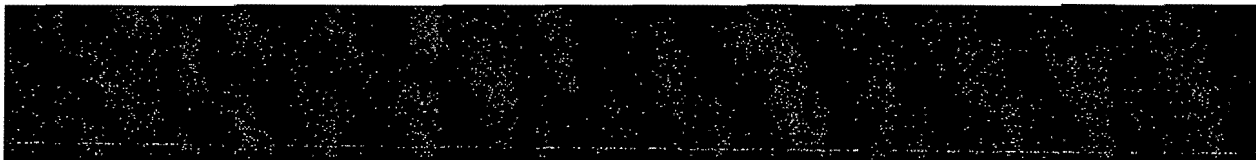
Mortgage: The mortgage, deed of trust or other instrument creating a first lien on the property securing a Mortgage Note.

Mortgage File: The mortgage documents listed in Section 3.1 pertaining to a particular Mortgage Loan and any additional documents required to be added to the Mortgage File pursuant to this Agreement.

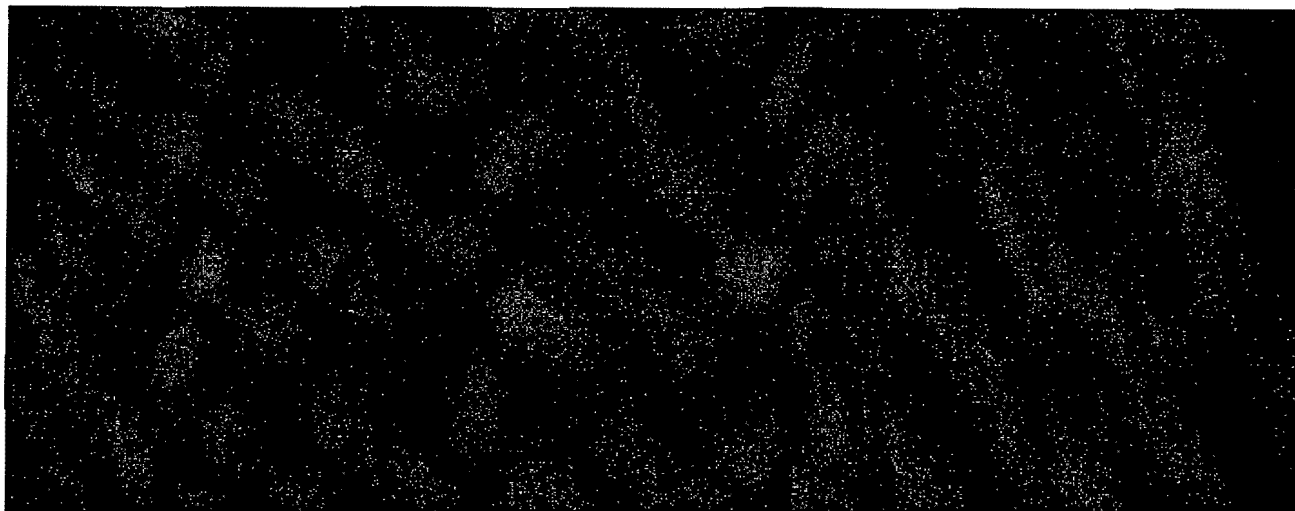
Mortgage Loans: The mortgage loans transferred, sold and conveyed by the Seller to the Purchaser, pursuant to this Agreement.



Mortgage Note: The original executed note or other evidence of indebtedness evidencing the indebtedness of a Mortgagor under a Mortgage Loan.

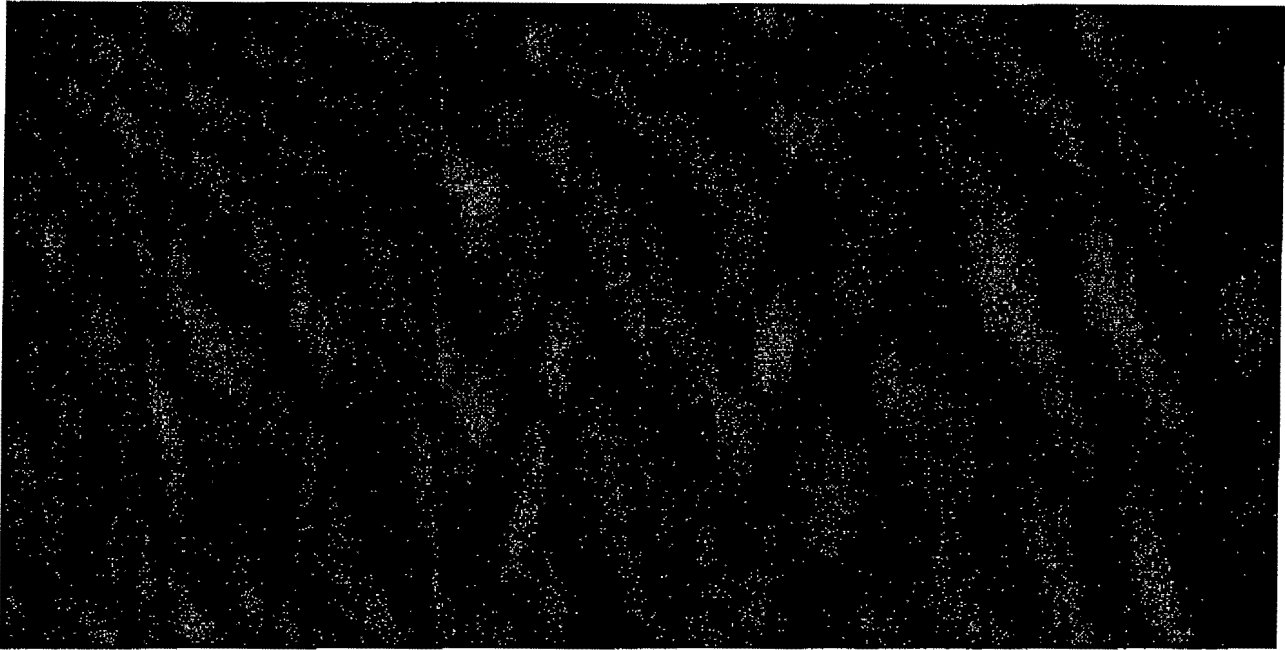






Purchaser: First Horizon Asset Securities, Inc., in its capacity as purchaser of the Mortgage Loans from the Seller pursuant to this Agreement.





Trustee: The Bank of New York and its successors and, if a successor trustee is appointed hereunder, such successor.

**ARTICLE II**  
**Purchase and Sale**

Section 2.1 Purchase Price. In consideration for the payment to it of the Purchase Price on the Closing Date, pursuant to written instructions delivered by the Seller to the Purchaser on the Closing Date, the Seller does hereby transfer, sell and convey to the Purchaser on the Closing Date, but with effect from the Cut-off Date, (i) all right, title and interest of the Seller in the Mortgage Loans, excluding the servicing rights thereto, and all property securing such Mortgage Loans, including all interest and principal received or receivable by the Seller with respect to the Mortgage Loans on or after the Cut-off Date and all interest and principal payments on the Mortgage Loans received on or prior to the Cut-off Date in respect of installments of interest and principal due thereafter, but not including payments of principal and interest due and payable on the Mortgage Loans on or before the Cut-off Date, and (ii) all proceeds from the foregoing. Items (i) and (ii) in the preceding sentence are herein referred to collectively as "Mortgage Assets."

